TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark A. Kutney, AICP (797-1101)

SUBJECT: Resolution - Developers Agreement

Application No., Project Name and Location:

DA 10-2-01, Edjeslan Plat, 10200 State Road 84, Generally located

approximately 600' west of Nob Hill Road, on the south side of State Road 84

with frontage on SW 101 Road.

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND ADJESLAN ENTERPRISES, INC.; PROVIDING FOR THE ISSUANCE OF BUILDING PERMITS WHILE PLATTING IS IN PROGRESS RELATED TO THE EDJESLAN PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF:

On May 3, 2000, Town Council passed resolution No. R 2000-86, approving a subdivision plat consisting of 6.22 acres for the proposed development of a 16,518 square foot preschool on Parcel "A", two (2) dwellings units on Parcel "B", and 16,920 square feet of existing commercial use on Parcel "C" of the plat. Subsequently, on June 7, 2000, Town Council approved an ordinance No. 2000-19 which rezoned Parcel "B" on the plat from A-1, Agricultural Estate District (County) to B-3, Planned Business District. The restrictive note on the face of the plat reflects Parcel "B" for development of 24,000 square feet of commercial use, which is in conformance the B-3, Planned Business District regulations.

Broward County requires the Town to participate in this agreement, which stipulates the Town will not issue any building permits until the Developer provides documentation of payment of impact fees due for the construction of improvements. The Town also agrees to not issue any certificates of occupancy for the plat until the plat has been recorded as noted in this agreement.

PREVIOUS ACTIONS: None

CONCURRENCES: None

FISCAL IMPACT: Not Applicable

RECOMMENDATION(S): Motion to approve.

Attachment(s): Resolution, Agreements, Plat, Land Use map, Subject Site map, and Aerial.

RESOLUTION NO.	
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A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND ADJESLAN ENTERPRISES, INC.; PROVIDING FOR THE ISSUANCE OF BUILDING PERMITS WHILE PLATTING IS IN PROGRESS RELATED TO THE EDJESLAN PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT: AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Adjeslan Enterprises, Inc. proposes to develop properties known as the Edjeslan Plat; and

WHEREAS, Broward County will allow the issuance of building permits while platting is in progress.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

<u>SECTION 1</u>. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit "A", between Broward County, Adjeslan Enterprises, Inc., and the Town of Davie, whereby the Town of Davie Development Services Department shall not issue any building permits until the Developer provides for documentation of payment of impact fees due for construction of improvements; and that no certificate of occupancies will be issued until the Edjeslan Plat has been recorded in the Broward County public records.

<u>SECTION 2</u>. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

 $\underline{\text{SECTION}\ 3}.$ This Resolution shall take effect immediately upon its passage and adoption.

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PASSED AND ADOPTED THIS _	DAY OF _	, 2001.
		MAYOR/COUNCILMEMBER
Attest:		
TOWN CLERK		
APPROVED THIS DA	Y OF	, 2001.

Return recorded copy to:	-	
Document prepared by:	,	
-	AGREEMENT	
	Among	
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TH	HE TOWN OF DAVIE	
	. and	•
AD	JESLAN ENTERPRISES	, INC.
	Relating to	
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This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY";

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AND

THE TOWN OF DAVIE a municipal
corporation, organized and existing under the laws of the state of Florida, hereinafter referred to as "CITY";
AND
ADJESLAN ENTERPRISES, INC. its successors and
assigns, hereinafter referred to as "DEVELOPER."
. WITNESSETH:
WHEREAS, DEVELOPER, is the owner of a certain parcel of land, described in Exhibit "A" attached hereto and known as a portion of the EDJESLAN Plat, Plat No. 056-MP-99, (the "Plat") (Lot), located on a portion of Parcel "A", and situated within
WHEREAS, the Plat was approved by the Board of County Commissioners on (date); and
WHEREAS, DEVELOPER is now desirous of obtaining building permits from the CITY so that DEVELOPER may construct a 7,450 s.f. kindergarten addition to the existing educational facilities hereinafter referred to as the "Improvements," within the boundaries of said Plat; and
WHEREAS, the CITY may not ordinarily issue building permits to DEVELOPER for construction of said Improvements within the boundaries of the Plat (Lot), prior to recordation of said Plat; and
WHEREAS, on(date), the COUNTY authorized the issuance of building permits by the CITY to DEVELOPER for construction of said improvements within the boundaries of the Plat (Lot), prior to plat recordation; and
WHEREAS, DEVELOPER shall be required to pay actual or estimated impact fees to the COUNTY for the Improvements which DEVELOPER wishes to construct prior to issuance of the building permits by the CITY; and
CAF#234

WHEREAS, the COUNTY requested and DEVELOPER agreed that, prior to the issuance of building permits, the parties shall enter into an Agreement setting forth specific conditions applicable to the issuance of such building permits; and WHEREAS, this Agreement will facilitate the construction of the Improvements within the boundaries of the Plat (Lot _____), by DEVELOPER during the time that preparation for the recordation of the Plat of the property is proceeding; NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants hereinafter contained. the parties do agree as follows: The above recitals are true and correct and incorporated herein. 1. The COUNTY represents to the CITY that it does not object to the CITY'S issuance 2. construction DEVELOPER for to buildina permits (the "Improvements"), within the a kindergarten addition boundaries of the <u>EDJESLAN</u>), prior to the recordation of said Plat, subject to the following conditions to assure compliance with the Broward County Land Use Plan:

- (a) No building permit shall be issued by the CITY unless and until DEVELOPER shall document payment of the impact fees which are due for construction of the Improvements, pursuant to Chapter 5, Article IX, Broward County Code of Ordinances, the Land Development Code; said impact fees may be estimated in those instances when the COUNTY is not able to determine actual impact fees at the time of issuance of the building permits; and
- (b) No certificate of occupancy, which is complementary to the building permits, shall be issued by the CITY unless and until DEVELOPER shall record in the Official Records of Broward County said Plat which has been approved by the Broward County Board of County Commissioners; and
- (c) Should the DEVELOPER fail to record the Plat approved by the Board on (date), within eighteen (18) months of the date of approval, or otherwise allow the plat to expire, the building permits issued shall be revoked by the CITY and any improvements constructed pursuant to such permits shall be removed within three (3) months of expiration of the current plat approval unless the plat is reapproved within three (3) months and recorded before expiration of the new approval. The COUNTY shall refund all impact fees paid for building permits where the improvements are demolished.

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- (d) Conditions 2(b) and (c) shall appear on the face of the building permits issued by the CITY. However, failure of the permits to so indicate shall not alter any terms of this agreement or the right of the COUNTY and the CITY to enforce the terms of this agreement.
- 3. The CITY agrees that any building permits issued for the construction of said Improvements will be issued in accordance with paragraph 2, and the CITY reserves the right to evaluate DEVELOPER'S application for building permits for compliance with all existing laws, ordinances and regulations controlling the issuance of building permits for construction within the CITY. The issuance of building permits shall be at the discretion of the CITY.
- 4. Nothing in this Agreement shall prejudice the COUNTY'S right to impose conditions on approval of the Plat covering the lands described herein which are required by COUNTY plat ordinances and regulations or are otherwise necessary to insure the public health, safety, and welfare of the residents of Broward County.
- DEVELOPER agrees not to occupy the Improvements unless and until a certificate
 of occupancy has been issued.
- In those instances when estimated impact fees are paid they shall be adjusted at the time of Plat recordation and any underpayment or overpayment shall be taken into consideration.
- 7. The DEVELOPER assumes the risks associated with constructing the Improvements prior to plat recordation. The issuance of the building permits before final plat recordation shall not be considered by DEVELOPER, the COUNTY or the CITY as a grant to DEVELOPER of any vested right whatsoever for the use, occupancy, or completion of the construction of Improvements within the boundaries of the Plat (Lot ______), nor shall the COUNTY or the CITY be deemed estopped from enforcing the terms of this Agreement because of the issuance of the building permits or construction completed pursuant to such permits. Furthermore, if the presently approved plat expires without the plat being recorded, the DEVELOPER shall be required to meet all land development regulations in effect at the time the new plat is submitted and shall be subject to new concurrency determinations.
- This Agreement shall be recorded in the Public Records of Broward County, Florida, at the DEVELOPER'S expense. Recordation of the __EDJESLAN ______ Plat shall be an automatic release of the obligations of DEVELOPER set forth herein.

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Venue for litigation concerning this Agreement shall be in Broward County, Florida. IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the _____ day of (date); the CITY, signing by and through its , authorized to execute same by Commission/Council action on and (date); dav the its through by signing , duly authorized to execute same. COUNTY BROWARD COUNTY, through its ATTEST: BOARD OF COUNTY COMMISSIONERS Chair County Administrator and Ex-Officio Clerk of the Board of day of ______ (date) County Commissioners of Broward County, Florida Approved as to form Office of County Attorney Broward County, Florida Governmental Center, Suite 423 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-6968 By_ Assistant County Attorney CAF#234 09/11/98

APPLICABLE LAW AND VENUE. This Agreement shall be interpreted and

construed in accordance with and governed by the laws of the state of Florida.

9.

AGREEMENT BETWEEN BROWARD COUNTY, THE CITY/TOWN OF DAVIE AND ADJESLAN ENTERPRISES, INC.
RELATING TO THE ISSUANCE OF BUILDING PERMITS WHILE PLATTING IS IN PROGRESS

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	CITY OF
Witness signature	ByMayor-Commissioner
Witness name printed	day of, (date)
Witness signature	day of (date)
Witness name printed	
ATTEST:	
	ByCity Manager
City Clerk	day of,(date)
CORPORATE SEAL	APPROVED AS TO FORM:
	ByCity Attorney
STATE OF FLORIDA)	
COUNTY OF)	•
The foregoing instrument was ac	cknowledged before me this day ofwho
is- []personally known to me, or []produced identification. Type of identific	ation produced
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My commission expires:	Type or print name

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AGREEMENT BETWEEN BROWARD COUNTY, THE CITY/TOWN OF DAVIE ... AND ADJESTAN ENTERPRISES, INC.
RELATING TO THE ISSUANCE OF BUILDING PERMITS WHILE PLATTING IS IN PROGRESS

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09/11/98

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COUNTY OF RUPM SAFE)	
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Gerald B. Buboltz Commission # 100 052872 Empires Aug. 25, 2005	Gerald B. Buboltz
	GeRAID B. Buboltz
My commission expires:	Print name:
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